

THIS INSTRUMENT PREPARED BY:
K. Gabriel Heiser, esq.
THE LAW OFFICES OF K. GABRIEL HEISER
155 Franklin Road, Suite 137
Brentwood, TN 37027

GENERAL DURABLE POWER OF ATTORNEY

of
[REDACTED]

ARTICLE I. CARE OF PROPERTY

I, [REDACTED], a resident of [REDACTED] do hereby make, constitute and appoint [REDACTED] as my true and lawful attorneys-in-fact (referred to collectively as my "Agent"). In the event that both of such individuals are unable or unwilling to serve as my Agent, then [REDACTED], successively in the order named, shall serve as my successor Agents. Any actions taken by any of my Agents pursuant to the authority granted to them in this document shall require a majority vote. If for any reason only two Agents are serving, then any actions taken by such Agents pursuant to the authority granted to them in this document shall require the joint action of both of such Agents, it being my intention that neither of such Agents shall have the authority to act unilaterally.

I authorize my Agent in my name, place and stead, to transact any and all business for me and to handle and manage all of my property, both real, personal and mixed, and of every kind or character, and more specifically to do the following acts and things:

A. To collect and receive monies or other properties payable or transmitted to me and to issue receipts in my name binding upon me, and in connection therewith to endorse my name to checks, drafts, notes or other instruments and to deposit same in bank accounts either in my name or in the name of someone else, or to cash and receive the proceeds from any such checks, drafts, notes, etc.

B. To pay from my account or on my behalf my debts and obligations.

C. To sign checks or draw funds from bank accounts in my name and to make any such check payable as my said Agent deems proper, and to open or close bank accounts in my name and to transact any and all business which I may have with respect to any funds on deposit at any banking institution.

D. To enter any lock box or safety deposit box rented in my name or in which I have property or in which I have a right of entry, and to withdraw papers and other documents.

from any such lock box or safety deposit box. If it is necessary to drill the safe deposit box to access it because the keys are misplaced, my Agent has the authority to request such a procedure.

E. To buy, purchase, sell, transfer, convey, lease, operate, manage or otherwise handle or deal with any properties which I may own, including but not limited to, stocks, bonds, securities, real estate and other property; and in connection therewith to endorse my name for the purpose of transfer or otherwise to stock certificates or other securities, to sign my name to deeds, mortgages, deeds of trust, bills of sale, leases and other instruments, with such provisions and containing such terms and conditions as my said Agent deems appropriate and containing covenants of warranty binding upon me. My said Agent is expressly authorized to deliver any such documents or papers and to make leases for periods of time which may extend beyond my life. My said attorney is further authorized to receive the proceeds or consideration from any sale, transfer or other disposition of any of my properties. Any party dealing with my said Agent shall not be responsible for the application by my said attorney of the proceeds of any sale or other disposition of any of my properties.

F. To purchase for my benefit an immediate annuity for a term certain not to exceed my life expectancy, with the balance of any payments after my death to be made in equal shares to my children, with the issue of any child who does not survive me representing his or her parent, per stirpes.

G. To borrow money from any bank or other lending institution or person, in my name or for my account, upon such terms and at such rate of interest as my said Agent deems proper, and in connection therewith to sign my name to promissory notes or other instruments evidencing any such loan; and in addition to pledge or hypothecate any of my properties as security for such loan and to sign my name to any necessary instrument of hypothecation.

H. To compromise, arbitrate or otherwise adjust claims in favor of or against me and where my said Agent deems appropriate to institute and prosecute any legal suit or action in my name or for my behalf.

I. To carry insurance of such kind and in such amounts as my said Agent deems advisable to protect my assets against any hazard; to claim any benefits or proceeds on my behalf; and to purchase medical insurance for any dependent of mine.

J. To make loans, secured or unsecured, in such amounts, upon such terms, with or without interest and to such firms, corporations and persons as shall be appropriate.

K. To join with my spouse or my spouse's estate in filing income or gift tax returns for any years for which I have not filed such returns and to consent to any gifts made by my spouse as being made one-half by me for gift tax purposes, even though such action subjects my estate to additional liabilities.

L. To prepare, execute and file all tax returns required to be made by me, to pay the taxes due, to collect any refunds, to sign waivers extending the period for the assessment of such taxes of deficiencies in them, to sign consents to the immediate assessment of deficiencies and acceptances of proposed overassessments, to execute closing agreements, to engage and appoint attorneys to represent me in connection with any matters arising before any federal, state or local taxing agency. This power shall include the authority to perform on my behalf any and all acts related to Federal and state tax matters and to execute on my behalf a power of attorney for Federal or state purposes, such as Federal tax Form 2848 or any replacement to such form.

M. To exercise or release any powers of appointment, special or general, inter vivos or testamentary.

N. To exercise any right to renounce or disclaim any interest acquired by testate or intestate succession or by inter vivos transfer, including exercising or surrendering any right to revoke a revocable trust.

O. To change my legal residence from Tennessee to another state.

P. To employ attorneys, investment counsel, accountants and other persons to render services to or for me or my property interests and to pay the reasonable fees and compensation for such services.

Q. To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow for my benefit against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums, for medical insurance covering me and/or any person whom I am obligated to support or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

The term "Section" as used hereinabove shall mean a section of the Federal Internal Revenue Code of 1986, as amended (or any successor section of the Code).

Notwithstanding the preceding provisions of this subparagraph, my said Agent shall not have any power to discharge any legal obligation (including obligations of support) of such Agent.

R. Transfers to Revocable Trusts. My Agent shall have the power to transfer from time to time and at any time to the trustee(s) of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source. For this

purpose, my Agent has the power to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient.

S. Retirement Accounts. My Agent may execute papers necessary to change the ownership and/or beneficiary designation of any life insurance policy, or to change the beneficiary designation of any annuity, individual retirement account, Keogh plan, 401(k) plan or other qualified plan. My Agent shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan assets during my life or after my death, whether under a qualified pension, profit sharing, Keogh, individual retirement account, or any other retirement plan, either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. My Agent shall not be liable to any beneficiary for the withdrawal election or death benefit election ultimately selected.

ARTICLE II. CARE OF PERSON

With regard to the care of my person, I authorize my Agent in his or her discretion from time to time and at any time to exercise the following powers:

A. Maintain My Standard of Living. My Agent has the power to do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization, payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals.

If necessary, my Agent under the provisions of this document is to make all necessary arrangements, contractual or otherwise, for me with home health care agencies, with any hospital, hospice, nursing home, convalescent home or similar establishment in accordance with the health care decisions of and in cooperation with my acting Agent for health care.

B. Health Care Expenses. If I have appointed, by a Durable Power of Attorney for Health Care, a Health Care Agent to act for me in that capacity, my Agent shall have the power to pay all expenses incurred at the direction of my Health Care Agent.

C. Recreation. My Agent has the power to provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

D. Companionship. My Agent has the power to provide for such companionship for me as will meet my needs and preferences at a time when I am incapacitated or otherwise unable to arrange for such companionship myself.

My Agent is empowered to determine in his or her sole discretion the time when, purpose for and manner in which any power conferred shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by my Agent pursuant hereto, and in the acquisition or disposition of real or personal property, my Agent shall have exclusive power to fix the terms thereof for cash, credit and/or property and if on credit with or without security.

ARTICLE III. POWERS NOT GRANTED TO MY AGENT

A. Legal Obligations of Agent. My Agent shall not have the power to use my assets to pay for its legal obligations. My Agent shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to itself, its estate, its creditors or creditors of its estate; (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or to his/her estate, unless such disclaimer would reduce the amount of any estate tax upon my death; (c) using my assets to discharge any of his/her obligations, including any obligation of support which s/he may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

B. Life Insurance. My Agent shall not have the power to exercise any incident of ownership over any life insurance policy that I own and that insures his or her life.

C. Personal. My Agent shall not have the power to make decisions for me which are too personal to be delegated, including decisions to marry, divorce, or adopt.

ARTICLE IV. THIRD PARTY RELIANCE

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree that:

A. If Revoked. If this document is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such revocation or amendment.

B. Authorized Signature of Agent. The powers conferred on my Agent by this document may be exercised by my Agent alone, and my Agent's authorized signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

C. No Liability for Relying on this Document. No person who relies upon any representation my Agent may make regarding (a) the fact that his or her powers are then in effect, (b) the scope of his or her authority under this document, (c) my competency at the time this document was executed, (d) the fact that this document has not been revoked, or (e) the fact that he or she continues to serve as my Agent, shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my Agent to exercise any power granted to him or her, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

D. Providing Information. All third parties from whom my Agent may request information regarding my personal affairs or my physical or mental health, including medical, dental and hospital records, are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with these requests. I authorize in advance all medical providers (including physicians, dentists, chiropractors, psychologists, psychiatrists, nurses, and therapists) who have treated me and all other providers of health care including hospitals to release to my agent all information or photocopies of any records that my Agent may request. If I am able to confirm this authorization at the time of the request, third parties may seek such confirmation from me, but this authorization shall not be conditional on that confirmation. Medical providers, hospitals and other providers of health care shall treat the request of my Agent as that of a legal representative of an incompetent patient and shall honor that request on that basis. As to my Agent I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law.

E. Representations. I hereby represent, warrant, and agree that:

1. All the exculpatory clauses relating to those who provide information or records to my Agent shall apply, also, to my lawyer or lawyers who provide information or records to my Agent; and
2. I authorize in advance any lawyer or lawyers of whom I have been a client to release to my Agent all information or photocopies of any records which my Agent may request.

ARTICLE V. ADMINISTRATIVE PROVISIONS

A. Revocation and Amendment. I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this Power of Attorney and to substitute other Agents in place of the Agent appointed herein. Amendments to this Power of Attorney shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this Power of Attorney. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records.

B. Subsequent Durable Powers of Attorney. Any grant of a Durable Power of Attorney made by me subsequent to the date of execution of this Durable Power of Attorney shall revoke this Durable Power unless the subsequent Durable Power of Attorney contains a statement to the contrary and specifically refers to this Durable Power of Attorney by its date.

C. Resignation of Agent. My Agent and any alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate Agent, by delivery to my Agent.

D. Disregard Invalid Provisions. If any provision of this Power of Attorney is invalid for any reason, such invalidity shall not affect any of the other provisions of this Power of Attorney, and all invalid provisions shall be wholly disregarded. Tennessee law shall govern this document.

E. Gender Depends on Context. As used in this document, the feminine gender shall include the masculine and/or the neuter, and the masculine gender shall include the feminine, when the context so indicates.

F. Reimbursement of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument. However, my Agent shall not be entitled to compensation for services rendered hereunder.

ARTICLE VI. MISCELLANEOUS PROVISIONS

A. If it becomes necessary to appoint a conservator of my estate after the execution of this Power of Attorney, I nominate the person named in this document as my Agent as conservator of my estate. If that person is for any reason unable or unwilling to act as conservator, I nominate the person named as my alternate Agent to serve as conservator of my estate.

B. Before executing this document, my lawyer explained to me the following:

1. This document provides my Agent with broad powers to dispose, sell, convey and encumber my real and personal property;
2. The powers granted in this Durable Power of Attorney will exist for an indefinite period of time unless I revoke this Power of Attorney. These powers will continue to exist notwithstanding my subsequent incapacity; and
3. I have the right to revoke or terminate this Durable Power of Attorney at any time providing I am then competent.

C. Notwithstanding any other provision contained in this Power of Attorney, my Agent appointed herein shall have no power or authority to make any "health care decisions", as defined in Part 2 of Chapter 6 of Title 34 of Tennessee Code Annotated, for me or on my behalf. Any authority which I may at any time grant to any party regarding "health care decisions" (as defined in such statutory provisions) shall be granted by a separate instrument, and any such authority shall not be limited or affected by anything contained in this Power of Attorney.

D. My said Agent is expressly authorized to do and perform all and every act or thing whatsoever requisite, necessary and proper to be done in the premises, as fully to all intents and purposes as I might or could do, with full power of substitution and revocation, and I hereby ratify and confirm all that my said Agent or my said Agent's substitutes, shall lawfully do or cause to be done by virtue hereof.

E. My said Agent shall continue to be authorized to do and perform all and every act or thing herein authorized or whatever is requisite, necessary and proper to be done in the premises, irrespective of what my mental or physical condition may be, it being my express direction that this Power of Attorney shall not be affected by my subsequent disability or incapacity.

WITNESS MY HAND on [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, [REDACTED] the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Subscribed and sworn to before me, on [REDACTED]

____ Notary Public

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
K. Gabriel Heiser, esq.
THE LAW OFFICES OF K. GABRIEL HEISER
155 Franklin Road, Suite 137
Brentwood, TN 37027

GENERAL DURABLE POWER OF ATTORNEY

of
[REDACTED]

ARTICLE I. CARE OF PROPERTY

I, [REDACTED] a resident of [REDACTED] do hereby make, constitute and appoint [REDACTED], as my true and lawful attorneys-in-fact (referred to collectively as my "Agent"). In the event that both of such individuals are unable or unwilling to serve as my Agent, then [REDACTED], successively in the order named, shall serve as my successor Agents. Any actions taken by any of my Agents pursuant to the authority granted to them in this document shall require a majority vote. If for any reason only two Agents are serving, then any actions taken by such Agents pursuant to the authority granted to them in this document shall require the joint action of both of such Agents, it being my intention that neither of such Agents shall have the authority to act unilaterally.

I authorize my Agent in my name, place and stead, to transact any and all business for me and to handle and manage all of my property, both real, personal and mixed, and of every kind or character, and more specifically to do the following acts and things:

- A. To collect and receive monies or other properties payable or transmitted to me and to issue receipts in my name binding upon me, and in connection therewith to endorse my name to checks, drafts, notes or other instruments and to deposit same in bank accounts either in my name or in the name of someone else, or to cash and receive the proceeds from any such checks, drafts, notes, etc.
- B. To pay from my account or on my behalf my debts and obligations.
- C. To sign checks or draw funds from bank accounts in my name and to make any such check payable as my said Agent deems proper, and to open or close bank accounts in my name and to transact any and all business which I may have with respect to any funds on deposit at any banking institution.
- D. To enter any lock box or safety deposit box rented in my name or in which I have property or in which I have a right of entry, and to withdraw papers and other documents from any such lock box or safety deposit box. If it is necessary to drill the safe deposit box to access it because the keys are misplaced, my Agent has the authority to request such a procedure.
- E. To buy, purchase, sell, transfer, convey, lease, operate, manage or otherwise handle or deal with any properties which I may own, including but not limited to, stocks, bonds, securities, real estate and other property; and in connection therewith to endorse my name for the purpose of transfer or otherwise to stock certificates or other securities, to sign my name to deeds, mortgages, deeds of trust, bills of sale,

leases and other instruments, with such provisions and containing such terms and conditions as my said Agent deems appropriate and containing covenants of warranty binding upon me. My said Agent is expressly authorized to deliver any such documents or papers and to make leases for periods of time which may extend beyond my life. My said attorney is further authorized to receive the proceeds or consideration from any sale, transfer or other disposition of any of my properties. Any party dealing with my said Agent shall not be responsible for the application by my said attorney of the proceeds of any sale or other disposition of any of my properties.

F. To purchase for my benefit an immediate annuity for a term certain not to exceed my life expectancy, with the balance of any payments after my death to be made in equal shares to my children, with the issue of any child who does not survive me representing his or her parent, per stirpes.

G. To borrow money from any bank or other lending institution or person, in my name or for my account, upon such terms and at such rate of interest as my said Agent deems proper, and in connection therewith to sign my name to promissory notes or other instruments evidencing any such loan; and in addition to pledge or hypothecate any of my properties as security for such loan and to sign my name to any necessary instrument of hypothecation.

H. To compromise, arbitrate or otherwise adjust claims in favor of or against me and where my said Agent deems appropriate to institute and prosecute any legal suit or action in my name or for my behalf.

I. To carry insurance of such kind and in such amounts as my said Agent deems advisable to protect my assets against any hazard; to claim any benefits or proceeds on my behalf; and to purchase medical insurance for any dependent of mine.

J. To make loans, secured or unsecured, in such amounts, upon such terms, with or without interest and to such firms, corporations and persons as shall be appropriate.

K. To join with my spouse or my spouse's estate in filing income or gift tax returns for any years for which I have not filed such returns and to consent to any gifts made by my spouse as being made one-half by me for gift tax purposes, even though such action subjects my estate to additional liabilities.

L. To prepare, execute and file all tax returns required to be made by me, to pay the taxes due, to collect any refunds, to sign waivers extending the period for the assessment of such taxes of deficiencies in them, to sign consents to the immediate assessment of deficiencies and acceptances of proposed overassessments, to execute closing agreements, to engage and appoint attorneys to represent me in connection with any matters arising before any federal, state or local taxing agency. This power shall include the authority to perform on my behalf any and all acts related to Federal and state tax matters and to execute on my behalf a power of attorney for Federal or state purposes, such as Federal tax Form 2848 or any replacement to such form.

M. To exercise or release any powers of appointment, special or general, inter vivos or testamentary.

N. To exercise any right to renounce or disclaim any interest acquired by testate or intestate succession or by inter vivos transfer, including exercising or surrendering any right to revoke a revocable trust.

O. To change my legal residence from Tennessee to another state.

P. To employ attorneys, investment counsel, accountants and other persons to render services to or for me or my property interests and to pay the reasonable fees and compensation for such services.

Q. To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow for my benefit against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums, for medical insurance covering me and/or any person whom I am obligated to support or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

The term "Section" as used hereinabove shall mean a section of the Federal Internal Revenue Code of 1986, as amended (or any successor section of the Code).

Notwithstanding the preceding provisions of this subparagraph, my said Agent shall not have any power to discharge any legal obligation (including obligations of support) of such Agent.

R. Transfers to Revocable Trusts. My Agent shall have the power to transfer from time to time and at any time to the trustee(s) of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source. For this purpose, my Agent has the power to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient.

S. Retirement Accounts. My Agent may execute papers necessary to change the ownership and/or beneficiary designation of any life insurance policy, or to change the beneficiary designation of any annuity, individual retirement account, Keogh plan, 401(k) plan or other qualified plan. My Agent shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan assets during my life or after my death, whether under a qualified pension, profit sharing, Keogh, individual retirement account, or any other retirement plan, either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. My Agent shall not be liable to any beneficiary for the withdrawal election or death benefit election ultimately selected.

ARTICLE II. CARE OF PERSON

With regard to the care of my person, I authorize my Agent in his or her discretion from time to time and at any time to exercise the following powers:

A. Maintain My Standard of Living. My Agent has the power to do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization, payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals.

If necessary, my Agent under the provisions of this document is to make all necessary arrangements, contractual or otherwise, for me with home health care agencies, with any hospital, hospice, nursing home, convalescent home or similar establishment in accordance with the health care decisions of and in cooperation with my acting Agent for health care.

B. Health Care Expenses. If I have appointed, by a Durable Power of Attorney for Health Care, a Health Care Agent to act for me in that capacity, my Agent shall have the power to pay all expenses incurred at the direction of my Health Care Agent.

C. Recreation. My Agent has the power to provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

D. Companionship. My Agent has the power to provide for such companionship for me as will meet my needs and preferences at a time when I am incapacitated or otherwise unable to arrange for such companionship myself.

My Agent is empowered to determine in his or her sole discretion the time when, purpose for and manner in which any power conferred shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by my Agent pursuant hereto, and in the acquisition or disposition of real or personal property, my Agent shall have exclusive power to fix the terms thereof for cash, credit and/or property and if on credit with or without security.

ARTICLE III. POWERS NOT GRANTED TO MY AGENT

A. Legal Obligations of Agent. My Agent shall not have the power to use my assets to pay for its legal obligations. My Agent shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to itself, its estate, its creditors or creditors of its estate; (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or to his/her estate, unless such disclaimer would reduce the amount of any estate tax upon my death; (c) using my assets to discharge any of his/her obligations, including any obligation of support which s/he may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

B. Life Insurance. My Agent shall not have the power to exercise any incident of ownership over any life insurance policy that I own and that insures his or her life.

C. Personal. My Agent shall not have the power to make decisions for me which are too personal to be delegated, including decisions to marry, divorce, or adopt.

ARTICLE IV. THIRD PARTY RELIANCE

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree that:

A. If Revoked. If this document is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such revocation or amendment.

B. Authorized Signature of Agent. The powers conferred on my Agent by this document may be exercised by my Agent alone, and my Agent's authorized signature or act under the authority granted in

this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

C. No Liability for Relying on this Document. No person who relies upon any representation my Agent may make regarding (a) the fact that his or her powers are then in effect, (b) the scope of his or her authority under this document, (c) my competency at the time this document was executed, (d) the fact that this document has not been revoked, or (e) the fact that he or she continues to serve as my Agent, shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my Agent to exercise any power granted to him or her, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

D. Providing Information. All third parties from whom my Agent may request information regarding my personal affairs or my physical or mental health, including medical, dental and hospital records, are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with these requests. I authorize in advance all medical providers (including physicians, dentists, chiropractors, psychologists, psychiatrists, nurses, and therapists) who have treated me and all other providers of health care including hospitals to release to my agent all information or photocopies of any records that my Agent may request. If I am able to confirm this authorization at the time of the request, third parties may seek such confirmation from me, but this authorization shall not be conditional on that confirmation. Medical providers, hospitals and other providers of health care shall treat the request of my Agent as that of a legal representative of an incompetent patient and shall honor that request on that basis. As to my Agent I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law.

E. Representations. I hereby represent, warrant, and agree that:

1. All the exculpatory clauses relating to those who provide information or records to my Agent shall apply, also, to my lawyer or lawyers who provide information or records to my Agent; and
2. I authorize in advance any lawyer or lawyers of whom I have been a client to release to my Agent all information or photocopies of any records which my Agent may request.

ARTICLE V. ADMINISTRATIVE PROVISIONS

A. Revocation and Amendment. I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this Power of Attorney and to substitute other Agents in place of the Agent appointed herein. Amendments to this Power of Attorney shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this Power of Attorney. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records.

B. Subsequent Durable Powers of Attorney. Any grant of a Durable Power of Attorney made by me subsequent to the date of execution of this Durable Power of Attorney shall revoke this Durable Power unless the subsequent Durable Power of Attorney contains a statement to the contrary and specifically refers to this Durable Power of Attorney by its date.

C. Resignation of Agent. My Agent and any alternate Agent may resign by the execution of a written

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resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate Agent, by delivery to my Agent.

D. Disregard Invalid Provisions. If any provision of this Power of Attorney is invalid for any reason, such invalidity shall not affect any of the other provisions of this Power of Attorney, and all invalid provisions shall be wholly disregarded. Tennessee law shall govern this document.

E. Gender Depends on Context. As used in this document, the feminine gender shall include the masculine and/or the neuter, and the masculine gender shall include the feminine, when the context so indicates.

F. Reimbursement of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument. However, my Agent shall not be entitled to compensation for services rendered hereunder.

ARTICLE VI. MISCELLANEOUS PROVISIONS

A. If it becomes necessary to appoint a conservator of my estate after the execution of this Power of Attorney, I nominate the person named in this document as my Agent as conservator of my estate. If that person is for any reason unable or unwilling to act as conservator, I nominate the person named as my alternate Agent to serve as conservator of my estate.

B. Before executing this document, my lawyer explained to me the following:

1. This document provides my Agent with broad powers to dispose, sell, convey and encumber my real and personal property;

2. The powers granted in this Durable Power of Attorney will exist for an indefinite period of time unless I revoke this Power of Attorney. These powers will continue to exist notwithstanding my subsequent incapacity; and

3. I have the right to revoke or terminate this Durable Power of Attorney at any time providing I am then competent.

C. Notwithstanding any other provision contained in this Power of Attorney, my Agent appointed herein shall have no power or authority to make any "health care decisions", as defined in Part 2 of Chapter 6 of Title 34 of Tennessee Code Annotated, for me or on my behalf. Any authority which I may at any time grant to any party regarding "health care decisions" (as defined in such statutory provisions) shall be granted by a separate instrument, and any such authority shall not be limited or affected by anything contained in this Power of Attorney.

D. My said Agent is expressly authorized to do and perform all and every act or thing whatsoever requisite, necessary and proper to be done in the premises, as fully to all intents and purposes as I might or could do, with full power of substitution and revocation, and I hereby ratify and confirm all that my said Agent or my said Agent's substitutes, shall lawfully do or cause to be done by virtue hereof.

E. My said Agent shall continue to be authorized to do and perform all and every act or thing herein authorized or whatever is requisite, necessary and proper to be done in the premises, irrespective of what

my mental or physical condition may be, it being my express direction that this Power of Attorney shall not be affected by my subsequent disability or incapacity.

WITNESS MY HAND on [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, [REDACTED] the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Subscribed and sworn to before me, on [REDACTED]

____ Notary Public

My Commission Expires: _____

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